

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY  
COURT NO. 16**

**PANDORA FREEMAN,**

Plaintiff Below,  
Appellant,

vs.

**TRACY McDONALD,**

Defendant Below,  
Appellee.

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C.A. No. JP16-19-005080

**TRIAL DE NOVO**

Submitted: September 6, 2019

Decided: September 11, 2019

**APPEARANCES:**

Pandora Freeman, Plaintiff, Pro Se.

Tracy McDonald, Defendant, Pro Se.

Cathleen M. Hutchison, Deputy Chief Magistrate  
James A. Murray, Justice of the Peace  
Kevin L. Wilson, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY  
COURT NO. 16**

**CIVIL ACTION NO: JP16-19-005080**

**PANDORA FREEMAN VS. TRACY McDONALD**

**ORDER ON TRIAL DE NOVO**

The Court has entered a judgment or order in the following form:

**PROCEDURAL POSTURE**

Pandora Freeman ("plaintiff") brought this summary possession action in her capacity as the owner of a residence identified as 105 Vanessa Drive, Dover, DE 19901. Tracy McDonald ("defendant") is the tenant. Plaintiff initiated this action on July 24, 2019, seeking possession of the property based on defendant's failure to pay rent. The initial trial was held on August 12, 2019. The single Justice of the Peace ruled in favor of the Plaintiff, in part, awarding possession and court costs, but no back rent. Plaintiff brought forth a timely appeal.

The court scheduled this case for a three-judge panel on September 6, 2019. Deputy Chief Magistrate Hutchison, Judge Murray and Judge Wilson heard the appeal on that date. After hearing testimony, the Court recessed and deliberated before returning to the bench to announce its decision. This is the written follow-up to that oral decision.

**DISCUSSION**

Prior to trial, the panel questioned the parties concerning the names listed on the lease agreement. The lease has five (5) names listed as lessors; however, plaintiff has only named defendant in this summary possession action. It was learned that the other four (4) names on the lease are the children of the defendant and not intended to be part of the contract. The purpose of naming the children on the lease was to identify them as additional occupants of the residence. The panel determined that the proper parties were before the Court.

Plaintiff presented a case that consisted of the lease agreement signed by the defendant, indicating a monthly rent of \$750.00 per month, a 7-day demand letter mailed to the defendant pursuant to 25 *Del. C.* § 5502(a) informing defendant that partial rent for June and July 2018 as well as full rent from August 2018 to July 2019 was past due. The total amount of unpaid rent was \$9,710 and \$525 in late fees. Plaintiff provided the certificate of mailing, as well as a copy of a text message from the defendant to the plaintiff dated July 21 stating she would leave the home on the 16<sup>th</sup>. The plaintiff testified that rent has not been paid as of this date. Defendant promised to pay the rent once she received her taxes, but failed to follow through with her promise.

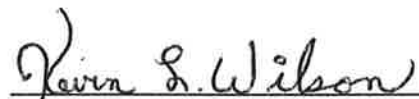
The defendant and two witnesses testified concerning several issues with the home, but did not establish that these issues warranted a reduction in rent. Witness 1 Renee Johnson, a previous tenant, testified she did see mold in the living room and bedroom. W-2 Alyssa Marvel, defendant's daughter and a resident of the home, testified that there was mold in the closet, walls coming apart, doors not working, and windows not working properly. She testified they had to use heat lamps to keep pipes from freezing, the shower was coming apart and the carpet was replaced due to it being nasty and old. At no time did the defendant produce documents that showed the plaintiff was notified in writing to repair these issues as required by 25 Del. C. § 5307(a).

### CONCLUSION

The panel finds that the plaintiff has proven her case by a preponderance of the evidence. Based on the above, judgment is entered in favor of the plaintiff Pandora Freeman and against the defendant Tracy McDonald as follows:

Claim Amount	\$10,389.00
Court Costs	\$45.00
Post Judgment Interest @ 7.75%	
Per Diem Rent @ \$25.00	
Possession to Plaintiff	

IT IS SO ORDERED this 11<sup>TH</sup> day of September 2019.

  
\_\_\_\_\_(SEAL)  
Judge Wilson for the Court